



OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE BRAWLEY REDEVELOPMENT AGENCY

AGENDA

REGULAR MEETING FRIDAY, NOVEMBER 14, 2014 AT 10:00 AM COUNCIL CHAMBERS OF THE CITY OF BRAWLEY 383 MAIN STREET, BRAWLEY, CA 92227

Board Members: George A. Nava, Chairperson
Elizabeth Goff
Jay Kruger
John Lau
Lawrence Lewis
Rosanna Bayon Moore
Thomas Rutherford

Secretary: Lorena Savala
Finance Director: Ruby Walla

This Oversight Board has been created pursuant to § 34161 through 34190 of the Health and Safety Code for the sole purpose of overseeing the actions of the Successor Agency to the Brawley Redevelopment Agency. In accordance with Health and Safety Code § 34179(h), all Oversight Board actions shall not be effective for three business days, pending a request for review by the State Department of Finance ("Department"). In the event that the Department requests a review of a given Oversight Board action, it shall have 10 days from the date of its request to approve the Oversight Board action or return it to the Oversight Board for reconsideration, and such Oversight Board action shall not be effective until approved by the Department. In the event that the Department returns the Oversight Board action to the Oversight Board for reconsideration, the Oversight Board shall resubmit the modified action for Department approval, and the modified Oversight Board action shall not become effective until approved by the Department. *Materials related to items on this agenda, including those received following posting/distribution are on file in the Office of the Secretary to the Successor Agency to the City of Brawley City Clerk and are available for public inspection during normal business hours, Monday – Friday, 8:00 am- 5:00 pm and closed for lunch from 12:00 – 1:00 pm at 383 Main Street, Brawley, CA 92227, telephone (760) 351-3059.*

- 1. CALL TO ORDER**
- 2. ROLL CALL**

3. ORAL COMMUNICATIONS

- A. Any person wishing to discuss any item not on the agenda may address the Oversight Board of the Successor Agency to the Brawley Redevelopment Agency at this point by giving his/her name and address for the record. Remarks shall be limited to a maximum of three minutes unless the Oversight Board authorizes additional time.
- B. This is the time and place for any person who wishes to comment on agenda items. It should be noted that at the Oversight Board of the Successor Agency to the Brawley Redevelopment Agency's discretion, these comments may be deferred until such time on the agenda as the item is discussed. Remarks shall be limited to a maximum of three minutes unless the Oversight Board authorizes additional time.

4. APPROVAL OF MINUTES

- A. Minutes of September 12 and October 22, 2014.

5. NEW BUSINESS

- A. Confirmation of the Approval of Resolution No. 2014-04 OB, of the Oversight Board for the Successor Agency for the Brawley Community Redevelopment Agency, with the corrected document as Exhibit "A".

6. REPORTS AND REMARKS

- A. CHAIR
- B. MEMBERS OF THE OVERSIGHT BOARD

7. ADJOURNMENT

**REGULAR MEETING
OF THE OVERSIGHT BOARD OF THE
SUCCESSOR AGENCY TO THE
BRAWLEY REDEVELOPMENT AGENCY
COUNCIL CHAMBERS OF THE CITY OF BRAWLEY
383 MAIN STREET, BRAWLEY, CA 92227
FRIDAY, SEPTEMBER 12, 2014 AT 10:00 A.M.**

MINUTES

1. CALL TO ORDER

A Regular Meeting of the Oversight Board to the Successor Agency to the Brawley Redevelopment Agency was called to order on September 12, 2014 at 10:00 a.m. by George Nava, Chairperson of the Successor Agency to the Oversight Board in the Council Chambers, located at 383 Main Street, Brawley, California.

2. ROLL CALL

Present:

Board Members: Elizabeth Goff, Rosanna Bayon Moore, George Nava, and Thomas Rutherford

Staff: Ruby Walla, Finance Director

Absent: Jay Kruger, John Lau and Lawrence Lewis

3. ORAL COMMUNICATIONS:

A. Any person wishing to discuss any item not on the agenda may address the Oversight Board of the Successor Agency to the Brawley Redevelopment Agency at this point by giving his/her name and address for the record. Remarks shall be limited to a maximum of three minutes unless the Oversight Board authorizes additional time.

None

B. This is the time and place for any person who wishes to comment on agenda items. It should be noted that at the Oversight Board of the Successor Agency to the Brawley Redevelopment Agency's discretion, these comments may be deferred until such time on the agenda as the item is discussed. Remarks shall be limited to a maximum of three minutes unless the Oversight Board authorizes additional time.

None

4. APPROVAL OF MINUTES

- A. Motioned by **Board Member Rutherford**, SECONDED BY **Board Member Bayon Moore** to approve Minutes of April 11, 2014. **Motion 4-0**, absent Member Kruger, Lau and Lewis

5. NEW BUSINESS

- A. Adopt the attached resolution approving the establishment of the Recognized Obligation Payment Schedule ("ROPS") of the Successor Agency for the Brawley Community Redevelopment Agency for the period of January through June 2015 and approving certain related actions.

Motioned by **Board Member Rutherford**, SECONDED BY **Board Member Goff** to adopt Resolution No. 2014-03-OB of the Oversight Board for the Successor Agency for the Brawley Community Redevelopment Agency, approving the establishment of the Recognized Obligation Payment Schedule ("ROPS") of the Successor Agency for the Brawley Community Redevelopment Agency for the period of January through June 2015 and approving certain related actions. **Motion 4-0**, absent Member Kruger, Lau and Lewis

6. REPORTS AND REMARKS

- A. **CHAIR**-thanked all members for attending meeting. Announced new businesses coming into Brawley: TOGO's, Inferno Pizzeria and Raspado's Avenue at the former Design Shop location. The Desert Review has moved to South Plaza and Crumbs Pizza opened on G St.

- B. **MEMBERS OF THE OVERSIGHT BOARD**-None

- 7. ADJOURNMENT:** There being no further business before the Oversight Board of the Successor Agency to the Brawley Redevelopment Agency, the meeting was adjourned at 10:12 A.M.

Lorena Savala, Secretary

Approved by:

George A. Nava, Chairperson

**SPECIAL MEETING
OF THE OVERSIGHT BOARD OF THE
SUCCESSOR AGENCY TO THE
BRAWLEY REDEVELOPMENT AGENCY
COUNCIL CHAMBERS OF THE CITY OF BRAWLEY
383 MAIN STREET, BRAWLEY, CA 92227
WEDNESDAY, OCTOBER 22, 2014 AT 9:30 A.M.**

MINUTES

1. CALL TO ORDER

A Regular Meeting of the Oversight Board to the Successor Agency to the Brawley Redevelopment Agency was called to order on September 12, 2014 at 10:00 a.m. by George Nava, Chairperson of the Successor Agency to the Oversight Board in the Council Chambers, located at 383 Main Street, Brawley, California.

2. ROLL CALL

Present:

Board Members: Elizabeth Goff, Rosanna Bayon Moore, George Nava, and Jay Kruger

Staff: Ruby Walla, Finance Director

Absent: John Lau, Lawrence Lewis and Thomas Rutherford

3. ORAL COMMUNICATIONS:

A. Any person wishing to discuss any item not on the agenda may address the Oversight Board of the Successor Agency to the Brawley Redevelopment Agency at this point by giving his/her name and address for the record. Remarks shall be limited to a maximum of three minutes unless the Oversight Board authorizes additional time.

None

B. This is the time and place for any person who wishes to comment on agenda items. It should be noted that at the Oversight Board of the Successor Agency to the Brawley Redevelopment Agency's discretion, these comments may be deferred until such time on the agenda as the item is discussed. Remarks shall be limited to a maximum of three minutes unless the Oversight Board authorizes additional time.

None

4. NEW BUSINESS

- A. Review and potential action regarding contract from Urban Futures Incorporated to Provide Redevelopment Wind-Down Services for the period of July 1, 2014 to June 30, 2016.

Motioned by **Board Member Kruger**, SECONDED BY **Board Member Moore** to adopt Resolution No. 2014-04-OB of the Oversight Board for the Successor Agency for the Brawley Community Redevelopment Agency Concurring with the Successor Agency's, approving of an Amended and Restated Agreement for Successor Agency Services with Urban Futures, Inc. and approving certain related actions. **Motion 4-0**, absent Member Rutherford, Lau and Lewis

5. REPORTS AND REMARKS

- A. **CHAIR**-thanked all members for attending meeting on a short notice.
- B. **MEMBERS OF THE OVERSIGHT BOARD**-Board Member Moore announced the Brawley Municipal Airport Open House, October 25th, 9am-12pm.

- 6. **ADJOURNMENT**: There being no further business before the Oversight Board of the Successor Agency to the Brawley Redevelopment Agency, the meeting was adjourned at 10:10 A.M.

Lorena Savala, Secretary

Approved by:

George A. Nava, Chairperson

**OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE
BRAWLEY COMMUNITY REDEVELOPMENT AGENCY**

Meeting Date: November 14, 2014

To: Oversight Board Members

From: Lorena Savala, Oversight Board Secretary

Subject: Confirmation of the Approval of Resolution No. 2014-04 OB

RECOMMENDATION: It is recommended that the Oversight Board confirm its October 22, 2014 approval of Resolution No. 2014-04 OB with the correct document as its Exhibit "A".

BACKGROUND: Pursuant to Health and Safety Code (the "HSC") § 34172 (a)(1), the Brawley Community Redevelopment Agency was dissolved on February 1, 2012. Consistent with the provisions of the HSC, the City Council of the City of Brawley (the "City") previously elected to serve in the capacity of the Successor Agency to the Brawley Community Redevelopment Agency (the "Successor Agency"). The Oversight Board for the Successor Agency ("Oversight Board") has been established pursuant to HSC § 34179 to assist in the wind-down of the dissolved redevelopment agency.

On January 25, 2011, the former Brawley Community Redevelopment Agency entered into a letter agreement with Urban Futures, Inc. (the "Consultant") to provide redevelopment implementation on-call professional services (the "Letter Agreement"), in which said Letter Agreement did not include a specific term. Pursuant to the Letter Agreement, Consultant has satisfactorily provided professional service to the former Brawley Community Redevelopment Agency and to the Successor Agency.

During its review of the Successor Agency's Recognized Obligation Payment Schedule (the "ROPS") 14-15B (for the period of January through June 2015), the California Department of Finance (the "DOF") has suggested that the Successor Agency replace the Letter Agreement with an agreement with a specific term. The DOF has also requested that the matter of the replacement of the Letter Agreement with an agreement with a specific term be submitted to the Oversight Board for their concurrence.

The Successor Agency proposes to replace the Letter Agreement with the Amended and Restated Agreement for Successor Agency Services, which is included as Exhibit "A" to the attached Resolution. Consistent with the Successor Agency requests that the Oversight Board concur in the Successor Agency's replacement of the Letter Agreement with the Amended and Restate Agreement for Successor Agency Services with Consultant, on October 22, 2014 the Oversight Board approved its Resolution No. 2014-04 OB. However, due to unintended oversight, the resolution distributed to the Oversight Board included the wrong document as its Exhibit "A". Instead of including

the Amended and Restate Agreement for Successor Agency Services, it included the proposal from which the agreement was based.

Although the intent and purpose of the proposal and the agreement are identical, it is necessary that the record reflect that the Oversight Board would have approved its Resolution No. 2014-04 OB with the intended Exhibit "A". In that regard, the attached copy of Resolution No. 2014-04 OB includes the correct document as its Exhibit "A". Therefore and to ensure clarity with respect to Oversight Board's prior action in this matter, staff requests that the Oversight Board confirm, via minute action, its October 22, 2014 approval of Resolution No. 2014-04 OB with the correct document as its Exhibit "A". Subject to this confirmation, Resolution No. 2014-04 will be filed with the DOF.

FISCAL IMPACT: Any costs associated with Consultant's services are payable from Redevelopment Property Tax Trust Fund money allocated to the Successor Agency pursuant to a ROPS that must be approved by the Oversight Board prior to its implementation. The recommended matter is a continuation of services previously provided by the Consultant, have been previously approved on prior ROPS as enforceable obligation No. 6 and, therefore, do not cause any new financial obligations.

ATTACHMENT: Resolution No. 2014-04 OB, inclusive of the Amended and Restated Agreement for Successor Agency Services as its Exhibit "A".

RESOLUTION NO. 2014 – 04 OB

A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY OF THE BRAWLEY COMMUNITY REDEVELOPMENT AGENCY CONCURRING WITH THE SUCCESSOR AGENCY'S APPROVAL OF AN AMENDED AND RESTATED AGREEMENT FOR SUCCESSOR AGENCY SERVICES WITH URBAN FUTURES, INC.

WHEREAS, pursuant to Health and Safety Code (the "HSC") § 34172 (a)(1), the Brawley Community Redevelopment Agency was dissolved on February 1, 2012; and

WHEREAS, consistent with the provisions of the HSC, the City Council of the City of Brawley (the "City") previously elected to serve in the capacity of the Successor Agency to the Brawley Community Redevelopment Agency (the "Successor Agency"); and

WHEREAS, the Oversight Board for the Successor Agency ("Oversight Board") has been established pursuant to HSC § 34179 to assist in the wind-down of the dissolved redevelopment agency; and

WHEREAS, on January 25, 2011, the former Brawley Community Redevelopment Agency entered into a letter agreement with Urban Futures, Inc. (the "Consultant") to provide redevelopment implementation on-call professional services (the "Letter Agreement"), in which said Letter Agreement did not include a specific term; and

WHEREAS, pursuant to the Letter Agreement, Consultant has satisfactorily provided professional service to the former Brawley Community Redevelopment Agency and to the Successor Agency; and

WHEREAS, during its review of the Successor Agency's Recognized Obligation Payment Schedule (the "ROPS") 14-15B (for the period of January through June 2015), the California Department of Finance (the "DOF") has suggested that the Successor Agency replace the Letter Agreement with an agreement with a specific term; and

WHEREAS, the DOF has also requested that the matter of the replacement of the Letter Agreement with an agreement with a specific term be submitted to the Oversight Board for their concurrence; and

WHEREAS, the Successor Agency proposes to replace the Letter Agreement with the Amended and Restated Agreement for Successor Agency Services, which is attached to this Resolution as Exhibit "A"; and

WHEREAS, the Successor Agency requests that the Oversight Board concur in the Successor Agency's replacement of the Letter Agreement with the Amended and Restated Agreement for Successor Agency Services with Consultant, consistent with DOF's request; and

WHEREAS, any costs associated with Consultant's services are payable from Redevelopment Property Tax Trust Fund money allocated to the Successor Agency pursuant to a ROPS that must be approved by the Oversight Board prior to its implementation; and

WHEREAS, the recommended matter is a continuation of services previously provided by the Consultant, have been previously approved on prior ROPS as enforceable obligation No. 6 and, therefore, do not cause any new financial obligations; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

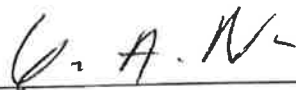
NOW, THEREFORE, BE IT RESOLVED by the Oversight Board for the Successor Agency of the Brawley Community Redevelopment Agency, as follows:

Section 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

Section 2. The Oversight Board concurs in the Successor Agency's replacement of the Letter Agreement with the Amended and Restated Agreement for Successor Agency Services, which is attached to this Resolution as Exhibit "A".


Section 3. This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED AND ADOPTED this 22 day of October 2014.



George A. Nava, Chairman

ATTEST



Lorena Savala, Secretary

CERTIFICATION:

I, Lorena Savala, Secretary of the Oversight Board for the Successor Agency of the Brawley Community Redevelopment Agency, do hereby certify that the foregoing Resolution No. 2014-04-OB was duly adopted by the Oversight Board for the Successor Agency of the Brawley Community Redevelopment Agency at a meeting thereof held on the 22 day of October 2014, by the following vote:

AYES: Bayon Moore, Goff, Kruger, Nava

NOES: None

ABSENT: Lau, Lewis, Rutherford

ABSTAIN: None

A handwritten signature in black ink, appearing to read 'Lorena Savala', written over a horizontal line.

Lorena Savala, Secretary

**AMENDED AND RESTATED AGREEMENT
FOR SUCCESSOR AGENCY SERVICES**

THIS AMENDED AND RESTATED AGREEMENT FOR SUCCESSOR AGENCY SERVICES (the "Agreement") is entered into as of November 4, 2014 (the "Effective date"), by and between the Successor Agency to the Brawley Community Redevelopment Agency, a public body, corporate and politic (the "Successor Agency") and Urban Futures, Inc., a California corporation (the "Consultant"). The Successor Agency and the Consultant are hereinafter collective referred to as the "Parties."

WITNESSETH

WHEREAS, pursuant to Health and Safety Code (the "HSC") § 34172 (a)(1), the Brawley Community Redevelopment Agency was dissolved on February 1, 2012; and

WHEREAS, consistent with the provisions of the HSC, the City Council of the City of Brawley (the "City") previously elected to serve in the capacity of the Successor Agency to the Brawley Community Redevelopment Agency (the "Successor Agency"); and

WHEREAS, on January 25, 2011, the former Brawley Community Redevelopment Agency entered into a letter agreement with Consultant to provide redevelopment implementation on-call professional services (the "Letter Agreement"), wherein said Letter Agreement did not include a specific term; and

WHEREAS, pursuant to the Letter Agreement, Consultant has satisfactorily provided professional service to the former Brawley Community Redevelopment Agency and to the Successor Agency; and

WHEREAS, during its review of the Successor Agency's Recognized Obligation Payment Schedule (the "ROPS") 14-15B (for the period of January through June 2015), the California Department of Finance (the "DOF") has suggested that the Successor Agency replace the Letter Agreement with an Agreement with a specific term; and

WHEREAS, this Agreement shall supersede the Letter Agreement; and

WHEREAS, consistent with the forgoing, the Parties now wish to formally confirm the Consultant's ongoing Consultant services pursuant to this Agreement; and

WHEREAS, the Parties acknowledge that foregoing recitals are true and correct and are a substantive part of this Agreement.

NOW, THEREFORE, in consideration of the mutual understandings herein, the Parties agree as follows:

ARTICLE 1. TERM OF AGREEMENT

Section 1.01. This Agreement shall supersede the Letter Agreement. Further, unless otherwise terminated by either Party, the term of this agreement shall begin on the Effective Date, and shall remain in full force until October 1, 2031 (the scheduled date that the Successor Agency's 2006 Tax Allocation Bonds are repaid, which is the Successor Agency's longest current enforceable obligation) or the date that the Successor Agency has otherwise fully repaid all of the obligations of the former Brawley Community Redevelopment Agency, whichever occurs sooner. This Agreement may be terminated without cause by either party by giving the other party thirty (30) days written notice of such cancellation.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's Responsibilities

Section 2.01. Successor Agency hereby employs Consultant and Consultant hereby accepts such employment to perform the services, upon the terms, subject to the conditions, and in consideration of payments as set forth herein. The purpose of this Agreement is to enable Consultant to provide the Successor Agency professional services as described in the Consultant's Scope of Work, which is attached hereto as Exhibit "A" and made a part hereof by this reference.

Responsible Consultant Representatives

Section 2.02. Michael P. Busch, President and Chief Executive Officer, shall be Consultant's responsible representative pursuant to this Agreement.

Method of Performing Services

Section 2.03. Consultant, in consultation with Successor Agency, will determine the method, details and means of performing the above referenced services.

ARTICLE 3. COMPENSATION

Section 3.01. Consultant shall carry out the Scope of Work on an actual time and materials basis with the overall costs of such services being governed by the financial limits as more particularly described within Exhibit "A" to this Agreement.

Payment of Compensation

Section 3.02. The Successor Agency shall be responsible for payment for Consultant's services, consistent with this Agreement.

ARTICLE 4. OBLIGATIONS OF CONSULTANT

Performance Obligations

Section 4.01. Consultant agrees to provide the services described in Exhibit "A" in a competent, workmanlike and high quality manner.

Legal Responsibilities

Section 4.02. Consultant shall secure, pay for and maintain in full force and effect for the duration of this Agreement required Workers Compensation Insurance. Consultant shall also pay for and maintain Errors & Omissions Insurance for duration of this Agreement. In addition, Consultant shall keep itself informed of, and shall comply with, federal, state and local laws and regulations which affect its performance under this Agreement.

ARTICLE 5. OBLIGATIONS OF CITY/SUCCESSOR AGENCY

Cooperation of Successor Agency

Section 5.01. Successor Agency shall comply with all reasonable requests of Consultant and to provide access to all documents reasonably necessary for, the performance of Consultant's duties under this Agreement.

ARTICLE 6. TERMINATION OF AGREEMENT

Termination Upon Notice

Section 6.01. Successor Agency may terminate this Agreement upon giving a thirty (30) day written notice and the Consultant may terminate this Agreement upon giving a thirty (30) day written notice to Successor Agency. In the event of such termination, Consultant shall be entitled to be paid for all services fees and expenses incurred prior to the date of such notice.

ARTICLE 7. GENERAL PROVISIONS

Time

Section 7.01. Time is of the essence of this Agreement.

Independent Consultant

Section 7.02. Consultant is and at all times shall remain as to Successor Agency a wholly independent Consultant. Consultant or any member of the Consultant shall

not, at any time or in any manner, represent that such person is an officer, employee or agent of Successor Agency. Consultant shall comply with all applicable provisions of the Workers' Compensation Insurance and Safety Acts and Labor Code of the State of California. Consultant shall not have any claim or right to any benefits or privileges available to an employee of Successor Agency such as retirement, health insurance and other similar benefits and shall be responsible for all such benefits, at his own cost and expense.

Ownership of Documents

Section 7.03. Upon completion of any writing required to be provided by Consultant in the course of performing any of the above described services, or upon sooner termination of this Agreement, all completed original documents prepared by Consultant shall become the sole property of Successor Agency.

Waiver of Breach

Section 7.04. No waiver of the breach of any of the covenants, agreements, restrictions, or conditions of this Agreement by Successor Agency shall be construed to be a waiver of any succeeding breach of the same or other covenants, Agreements, restrictions or conditions of this agreement. No delay or omission of Successor Agency in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof, or acquiescence therein, be construed as a waiver of a variation of any of the terms of this Agreement.

Hold Harmless

Section 7.05. Consultant agrees to indemnify, save, keep and hold harmless Successor Agency all of its officers, agents, and employees from all claims, actions, suits, damages, costs or expenses, caused, resulting directly or indirectly from or connected with Consultant's performance of this Agreement (including but not limited to such liability, costs, damage, loss, claim, or expense arising from the death or injury to an agent or employee of Consultant), or damage to the property of Consultant, Successor Agency or the property of any agent or employee of Consultant, regardless of the passive or active negligence of Successor Agency or arising out of, any negligent act on the part of Consultant in regard to any function or activity carried out by Consultant on behalf of Successor Agency pursuant to the terms of this Agreement. Consultant shall name Successor Agency, its officers, employees and agents as an additional insured. General liability insurance policy shall not be less than \$1,000,000 per occurrence. Consultant shall provide Successor Agency with appropriate Certificates of Insurance evidencing coverage as required herein upon request and, further, that said coverage shall not be canceled or terminated without thirty (30) days prior written notice to Successor Agency.

Notices

Section 7.06. Any notice to be given hereunder by either party to the other shall be affected either by personal delivery in writing, or by certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to:

SUCCESSOR AGENCY: Successor Agency to the Brawley Community
Redevelopment Agency
383 West Main Street
Brawley, California 92227
Attn: Rosanna Bayon Moore, City Manager/Executive
Director

CONSULTANT: Urban Futures, Inc.
3111 N. Tustin Street, Suite 230
Orange, California 92865-1753
Attn: Michael P. Busch, President & Chief Executive
Officer

Notwithstanding the above, each party may change the address by written notice in accordance with this section. Notices delivered personally will be deemed served as of actual receipt; mailed notices will be deemed served as of the second (2nd) day after mailing.

Section 7.07. The covenants and agreements contained herein are binding on the parties hereto, their legal representatives, heirs, successors and assigns.

Governing Law

Section 7.08. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Disputes, Attorney's Fees & Venue

Section 7.09. If either Party to this Agreement is required to initiate or defend litigation in any way connected with this Agreement, the prevailing party in such litigation, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Any action filed in any court or for arbitration for the interpretation, enforcement and/or otherwise of the terms, covenants and conditions referred to herein shall be filed in the applicable court in Imperial County, California.

Interpretation

Section 7.10. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if it were drafted by both parties hereto.

Waiver

Section 7.11. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

Severability

Section 7.12. In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

Entire Agreement of the Parties

Section 7.13. This Agreement supersedes any and all Agreements, either oral or written, between the Parties hereto with respect to the rendering of services described herein by Consultant. Each Party to this agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party or anyone acting on behalf of any Party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding with respect to the subject matter of this Agreement. Any modification of this Agreement will be effective only if it is in writing executed by the Parties hereto.

Incorporation of Recitals and Exhibits

Section 7.14. The recitals set forth above and the Exhibit(s) to this Agreement are the basis for this Agreement and, by this reference, are incorporated into and deemed a part of this Agreement.

(Signatures on Following Page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the day and year first above written.

SUCCESSOR AGENCY:

Successor Agency to the Brawley
Community Redevelopment Agency

By: _____
Rosanna Bayon Moore
City Manager/Executive Director

CONSULTANT:

Urban Futures, Inc.


By: _____
Michael P. Busch
President & Chief Executive Officer

EXHIBIT "A"

SCOPE OF WORK

The following scope of services includes, but is not limited to, the types of services that Urban Futures, Inc. ("Consultant") may provide Successor Agency with respect to winding-down the former redevelopment agency, as staff may request:

1. **Policy:** Policy development services related to the overall management of the Successor Agency including, but not limited to planning, strategies, fiscal feasibility, funding/financing strategies, and/or program development (in conjunction with the City Manager, designated staff person(s), City Attorney's office and special counsels, etc.).
2. **Collaboration:** Participating in formal and informal planning, strategy and/or project management discussions, negotiations and presentations with staff, clients, community officials, local or state government agencies, and others.
3. **Reports:** Researching, preparing, reviewing evaluating and/or submitting reports, forms, spreadsheets and any other written documentation that may be required by the Successor Agency, its Oversight Board, the California Department of Finance ("DOF"), State Controller's Office ("SCO"), County Auditor-Controller ("CAC"), City Manager, designated staff person(s), the City Attorney's office, the Finance Department, special counsels, or other entities.
4. **Representation:** Providing oral presentations that may be required by the Successor Agency, the Oversight Board, the California Department of Finance, State Controller's Office, County Auditor-Controller or other entities.
5. **Compliance/Implementation:** Perform any compliance and/or implementation related tasks and/or services that may be required by the Successor Agency, its Oversight Board, the California Department of Finance, State Controller's Office, County Auditor-Controller or other entities.
6. **Documentation:** With respect to the above described services, the listing below is an example of the types of documents (or amendments thereto) that may be required to wind-down the former redevelopment agency.
 - a. Recognized Obligation Payment Schedules ("ROPS");
 - b. Asset Transfer Review ("ATR");
 - c. Housing Asset Transfer ("ATR");
 - d. Due Diligence Reviews ("DDR")(Low- and Moderate Income Housing Fund ("LMIHF") and Other Funds and Accounts ("OFA");
 - e. Long-Range Property Management Plan ("LRPMP");

- f. Meet and Confer Requests and Meetings;
- g. Finding of Completion;
- h. Final and Conclusive Enforceable Obligation Determinations;
- i. Insufficient Funds Notifications;
- j. Real property disposition procedures; and
- k. Any other documents that may be required to carry-out the wind-down of the former redevelopment agency.

7. Other: Provide any other related service that staff may request.

Schedule of Performance

Consultant will provide professional services to Successor Agency with respect to winding-down the former redevelopment agency on an on-call, as needed basis. As applicable to the subject matter, a schedule of performance may be developed with respect to certain work products and agreed to by the Parties in writing.

Professional Services Rates Schedule

Due to the vagaries associated with any "as needed and/or on call" services program, Consultant shall carry out the "Scope of Work" with respect to winding-down the former redevelopment agency on an actual time and materials basis with the overall costs of such services being governed by the financial limits defined within approved purchase orders utilizing the following professional service rate schedule:

<u>Professional Staff</u>	<u>Hourly Rates</u>
CEO/President	\$245.00
Managing Principal	\$225.00
Senior Project Manager/Planner	\$ 140.00
Project Managers	\$ 105.00
Analysts	\$ 95.00
Assistants	\$ 85.00
Clerical	\$ 55.00

These rates will remain constant through June 30, 2016 and are subject to change thereafter. Costs for telephone, e-mail and facsimile expenses, postage and incidental photocopying are included within the above noted Professional Service Rates Schedule. The Professional Service Rates Schedule does not include out-of-pocket expenses that may be incurred during the accomplishment of the Scope of Work. Out of pocket expenses include, but are not limited to, all other necessary materials, supplies, services, printing, electronic data files, out of area travel, etc. All out-of-pocket expenses shall be charged on an actual cost basis, plus 10%.